



Department of Energy

Washington, DC 20585

June 24, 2003

MEMORANDUM FOR Jeff Hoyles

Procurement Officer
Idaho Operations Office

Trudy Harmel
Small Business Program Manager
Idaho Operations Office

Michelle Wiest/Shawna Southwick
Small Business Program Manager
Bechtel BWXT Idaho, LLC/Idaho National
Engineering and Environmental Laboratory

FROM:

Yosef Patel *Y. Patel*
Deputy Director
Office of Economic Impact and Diversity

SUBJECT:

Approval of Mentor-Protégé Program Agreement Between
Bechtel BWXT Idaho, LLC/Idaho National
Engineering and Environmental Laboratory and North Wind,
Incorporated

This memorandum approves the attached Mentor-Protégé Program agreement between Bechtel BWXT Idaho, LLC (BBWI) and North Wind, Incorporated and the Preliminary Scope of Work.

We wish you success in your mentoring relationship and look forward to your semi-annual progress report. When you have completed your review of North Wind's assistance needs and finalized your planned assistance, please provide an updated Scope of Work.

Attachment



Printed with soy ink on recycled paper

MENTOR-PROTÉGÉ AGREEMENT

Between

BECHTEL BWXT IDAHO, LLC

And

NORTH WIND, INC.

INTRODUCTION

Bechtel BWXT Idaho, LLC (BBWI), a management and operating (M&O) contractor for the United States Department of Energy at the Idaho National Engineering & Environmental Laboratory (INEEL) (hereinafter referred to as the “Mentor”), operating under U.S. Government Contract No. DE-AC07-99ID13727, and North Wind, Inc. (hereinafter referred to as the “Protégé”), a woman-owned, small disadvantaged, certified 8(a) business, hereby enter into a Mentor-Protégé Agreement (hereinafter referred to as “Agreement”) pursuant to Public Law 101-510.

I. RECITALS

WHEREAS, the Parties are authorized to enter into the Agreement under 48 CFR Parts 919 and 952, as amended and published in the Federal Register, Vol. 65, No. 78 (21367), dated April 21, 2000;

WHEREAS, the United States Department of Energy’s Mentor- Protégé Program provides a mechanism whereby Mentor is authorized to enter into integrated working relationships and provide non-financial assistance to energy-related Small Disadvantaged Businesses as required to enhance their business and technical capabilities and to facilitate their enhanced participation as subcontractors.

NOW, THEREFORE,

II. MENTOR- PROTÉGÉ PARTY IDENTIFICATION

This Agreement is entered into by and between:

Mentor:

Bechtel BWXT Idaho, LLC
Idaho National Engineering and Environmental Laboratory
1955 Fremont Avenue
Idaho Falls, Idaho 83415

Official Representatives- Mentor:

Frank Russo
Director, Project Management
Email: russfm@inel.gov
Phone: 208-526-8556
Facsimile 208 526-8948

Michelle Wiest
Manager, Supply Management & Subcontracts
Email: mma@inel.gov
Phone: 208-526-0634
Facsimile: 208 526-7577

Protégé:

North Wind, Inc.
545 Shoup Avenue, Suite 200
Idaho Falls, Idaho 83405

Official Representative- Protégé:

Sylvia Medina
President
Email: smedina@nwindenv.com
Phone: 208 528-8718
Facsimile: 208 528-8714

Department of Energy:

Department of Energy
Idaho Operations Office
850 Energy Drive
Idaho Falls Idaho, 83401

Linda Hallum
Contracting Officer
Email: hallumla@id.doe.gov
Phone: 208 526-5545
Facsimile: 208 526-5548

III. OVERALL GOALS AND OBJECTIVES

Mentor will strive to accomplish the following objectives as related to Protégé:

- A. Increase the technical and business capability and the Protégé's competitiveness within their industry.
- B. Enhance Protégé's project management infrastructure.
- C. Enhance Protégé's market analysis, communication and proposal development skills.
- D. Provide general developmental assistance to the Protégé's capabilities for performing future work for BBWI, the Department of Energy (DOE), or other federal agencies.

IV. SPECIFIC DEVELOPMENTAL ASSISTANCE

Mentor will implement a developmental program which may include, as mutually agreed, the following assistance:

- Corporate Development – Assess Protégé’s corporate mission and vision, strategic management tools, business approach, and training tools and advise on ways to enhance these elements to support long term corporate growth.
- Project Management – Assess Protégé’s current project management systems and training tools. Mentor may provide assistance in project planning and implementation, project control methodology, cost control techniques and document control.
- Engineering Management-Assess the Protégé’s engineering capabilities and provide advice relative to enhancing current engineering capabilities and developing new engineering capabilities. Provide advice related to the transition of environmental restoration activities to long term monitoring and operations.

V. SCHEDULE

This Agreement shall be effective June 16, 2003 through June 15, 2005, subject to DOE approval of the Agreement. This Agreement can be extended for two additional one-year periods if mutually agreed upon by both Mentor and Protégé.

Protégé will submit semi-annual progress reports to Mentor’s point of contact, Michelle Wiest, Manager, Supply Management and Subcontracts, or her designee. Activities may be revised and reviewed semi-annually.

Both parties to the Agreement shall complete a Program critique identifying areas for improvement, and successes. This should be accomplished on a semi-annual basis.

Both Mentor and Protégé will provide a separate “best practices” evaluation at the conclusion of the Agreement.

VI. TERMINATION

Either party shall be entitled to terminate this Agreement at any time, without further liability or obligation, upon thirty days prior written notice to the other party and the following entities:

Department of Energy
Idaho Operations Office
Procurement Services Division
850 Energy Drive
Idaho Falls Idaho, 83401
Attn: Linda Hallum

Mentor-Protégé Program
Office of Small and Disadvantaged Business Utilization
ED-3
Department of Energy
Washington, DC 20585

In the event this Agreement is terminated prior to the completion date identified in Section V, Schedule, any work being performed by the Protégé pursuant to an executed subcontract under the Agreement shall be completed per the terms of the subcontract unless the subcontract is terminated.

VII. TERMS AND CONDITIONS

- A. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind. Neither party may assign or transfer its interests under this Agreement without the written consent of the other party hereto.
- B. Either party may change its cognizant point of contact by written notice to the other party.
- C. All cooperation between Mentor and Protégé will be on a nonexclusive basis. Both parties are entitled to execute similar arrangements with other organizations without the notification or approval of either party.
- D. Attachment 1, Mentor-Protégé Agreement Preliminary Work Scope, reflects potential contract work scope under which mentoring activities will be performed. This Scope is intended solely to identify potential work that may be included under the Agreement but does not guarantee the work will be included under the Agreement.
- E. If the Protégé is suspended or debarred during the term of this agreement, they shall promptly notify the Mentor and the Office of Small and Disadvantaged Business Utilization. If the Mentor is suspended or debarred during the term of this agreement, they shall promptly notify the Office of Small and Disadvantaged Business Utilization.

VIII. NO WARRANTIES

Protégé acknowledges that Mentor makes no warranties whatsoever express or implied, general or specific to Protégé or any other third party as to the results to be achieved or obtained by Protégé through Mentor's providing advice, counsel, personnel, materials, or services pursuant to the terms of this Agreement. Protégé agrees on its own behalf and on the behalf of any third parties, that it is not requiring nor is expecting any warranties whatsoever to be made by Mentor, particularly in light of the fact that Mentor will not be

and cannot be in control of decision making regarding the business and affairs of Protégé, and protégé releases Mentor from any liability arising out of its Mentoring activities.

XI. APPROVALS

This Agreement will not be considered binding until the DOE Office of Small and Disadvantaged Business Utilization provides approval of the Agreement.

X. SIGNATURES

Bechtel BWXT Idaho, LLC (BBWI)

By: Michelle Wiest
Michelle Wiest
Manager, Supply Management and Subcontracts

6/3/03
Date

Protégé

North Wind, Inc.

By: Sylvia Medina
Sylvia Medina, President

6/3/03
Date